

Fill in this information to identify the case:

Debtor 1 Dennis Patrick Tolbert

Debtor 2 Brenda Sue Tolbert  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Texas

Case number 18-60610

6

## Official Form 410S1

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: CAM XI TRUSTCourt claim no. (if known): 6-2

Last 4 digits of any number you use to  
identify the debtor's account:

7 4 5 1

Date of payment change:

Must be at least 21 days after date  
of this notice04/01/2023

New total payment:

\$ 487.14

Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment: \$ \_\_\_\_\_

**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 3.000%New interest rate: 5.000%Current principal and interest payment: \$ 356.94New principal and interest payment: \$ 369.15**Part 3: Other Payment Change****3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1 Dennis Patrick Tolbert  
First Name Middle Name Last Name

Case number (if known) 18-60610

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
- ☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X**/s/ D. Anthony Sottile  
Signature

Date 02/03/2023

Print: D. Anthony Sottile  
First Name Middle Name Last Name

Title Authorized Agent for Creditor

Company Sottile & Barile, LLC

Address 394 Wards Corner Road, Suite 180  
Number Street  
Loveland OH 45140  
City State ZIP Code

Contact phone 513-444-4100

Email bankruptcy@sottileandbarile.com



BSI Financial Services  
314 S Franklin St. / Second Floor PO Box 517  
Titusville PA 16354  
Toll Free: 800-327-7861  
Fax: 814-217-1366  
bsi.myloanweb.com

January 19, 2023

DENNIS P TOLBERT  
BRENDA S TOLBERT  
P O BOX 1765  
ATHENS TX 75751

Loan Number: [REDACTED]  
Property Address: CR 3700  
MURCHISON TX 75778

Dear DENNIS P TOLBERT:  
BRENDA S TOLBERT:

**Changes to Your Mortgage Interest Rate and Payments on 03/01/23**

**Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 012 month(s) period during which your interest rate stayed the same. That period ends on 03/01/23, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 12 month(s) for the rest of your loan term.**

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	3.00000%	5.00000%
Principal	\$ 326.12	\$ 319.15
Interest	\$ 30.82	\$ 50.00
Escrow (Taxes and Insurance)	\$ 117.99	\$ 117.99
<b>Total Monthly Payment</b>	<b>\$ 474.93</b>	<b>\$ 487.14</b> due April 1, 2023

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index

**Licensed as Servis One, Inc. dba BSI Financial Services.**

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 10:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR SUITE# 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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bsi.myloanweb.com

rate is 5.40914% and your margin is 2.25000%. The 1 YEAR LIBOR is published Daily in WALL STREET JOURNAL.

**Rate Limit(s):** Your rate cannot go higher than 12.87500% over the life of the loan. Your rate can change each 012 months by no more than 2.00000%. We did not include an additional 2.62500% interest rate increase to your new rate because a rate limit applied. This additional increase may be applied to your interest rate when it adjusts again on 00/00/00.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new payment is based on the 1 YEAR LIBOR, your margin, 2.25000% your loan balance of \$ 11999.38, and your remaining loan term of 035 months.

**Prepayment Penalty:** None

**If You Anticipate Problems Making Your Payments:**

- Contact the Customer Care Department at 1-1800-327-7861 as soon as possible.
- If you seek an alternative to upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - Refinance your loan.
  - Sell your home and use the proceeds to pay off your current loan.
  - Modify your loan terms with investor.
  - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or program in your area, call the U.S. Department of Housing and Urban Development (HUD) at 1-800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm), or the U. S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov> . If you would like to contact information for state housing finance agency, contact U.S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>.

Should you have any questions regarding this notice, please reach out to CLINT SMITH, you Single Point of Contact for this loan, at 1-866-949-0136.

BSI Financial Services  
314 S Franklin St, 2<sup>nd</sup> Floor  
Titusville, PA 16354  
NMLS # 38078; # 842052

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GR-2003-07242017\_CA08082014

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**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

In Re: Case No. 18-60610  
  
Dennis Patrick Tolbert Chapter 13  
Brenda Sue Tolbert  
  
Debtors. Judge Joshua Searcy

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**CERTIFICATE OF SERVICE**

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I certify that on February 3, 2023, a copy of the foregoing Notice of Mortgage Payment Change was filed electronically. Notice of this filing will be sent to the following party/parties through the Court's ECF System. Party/Parties may access this filing through the Court's system:

Gordon Mosley, Debtors' Counsel  
gmosley@suddenlinkmail.com

Lloyd Kraus Chapter 13 Trustee  
docs@ch13tyler.com

Office of the United States Trustee  
(registeredaddresss)@usdoj.gov

I further certify that on February 3, 2023, a copy of the foregoing Notice of Mortgage Payment Change was mailed by first-class U.S. Mail, postage prepaid and properly addressed to the following:

Dennis Patrick Tolbert, Debtor  
Brenda Sue Tolbert, Debtor  
PO Box 1765  
Athens, TX 75751

Dated: February 3, 2023

/s/ D. Anthony Sottile

D. Anthony Sottile  
Authorized Agent for Creditor  
Sottile & Barile, LLC  
394 Wards Corner Road, Suite 180  
Loveland, OH 45140  
Phone: 513.444.4100  
Email: bankruptcy@sottileandbarile.com